# STATE OF LOUISIANA SOUTHEASTERN LOUISIANA UNIVERSITY HAMMOND, LOUISIANA

(A Member of the University of Louisiana System)

## INVITATION TO BID TO

#### FURNISH JANITORIAL CLEANING CONTRACT SERVICE FOR THE WAR MEMORIAL STUDENT UNION AND ANNEX FOR THE STUDENT UNION DEPT

ISSUING AGENCY: Southeastern Louisiana University

Purchasing Department

SLU 10800

Hammond, LA 70402

DIRECTOR OF PURCHASING: Ed Gautier

ASSISTANT DIRECTOR: Richard Himber

Ph: (985)549-5322 Fx: (985)549-3810

CONTRACT COORDINATOR: Jonathan Ambrose, Student Union Director

Ph: (985)549-5670 Fx: (985)549-2232

ITB RELEASE DATE: October 29, 2009

CONFERENCE/INSPECTION DATE: November 17, 2009 --> MANDATORY FOR ALL BIDDERS!

CONFERENCE/INSPECTION TIME: 10:00 a.m., Central Time; PUNCTUALITY IMPORTANT!

CONF./INSPEC. MEETING PLACE: Southeastern Louisiana University

War Memorial Student Union

303 Texas Avenue Magnolia Room #228 Hammond, Louisiana

Failure to be represented at the entire mandatory pre-bid conference/on-site inspection meeting shall cause rejection of the bid without further

consideration.

DEADLINE FOR FAX INQUIRIES: 4:00 p.m., Central Time, November 18, 2009

BID OPENING DATE: December 1, 2009

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University

Purchasing Department

Property Control & Supply Building

2400 North Oak Street

Hammond, LA

10/2009

BIDDER'S NAME:	
TELEPHONE NO.:	FAX NUMBER:
ADDRESS:	
MAILING	CITY STATE ZIP
Scope of Service:	
• Furnish Janitorial (	leaning Contract Service
Service Location:	
• War Memorial Student	nion and Annex
Contract Period:	
• Commence January 4,	2010 and terminate December 31, 2010
I/we do hereby acknowledge recei	ot of the following addenda (if any):
No Dated	No Dated
and specifications, and having polear understanding of the Invit the necessary labor, equipment, performing janitorial housekeeps	have carefully examined the bid requirements ersonally inspected the site, that I/we have a ation to Bid. I/we do hereby propose to provid materials, cleaning supplies and other means for g service. I/we do hereby agree to maintain ofessional manner, the proposed contract work proposal form.
SIGNATURE CONSTITUTES ACCEPTANCE construed as acceptance of the I	: Signature to the bid response form shall be TB in its entirety.
AUTHORIZED OFFICER:(Signatu	re) (Print or Type Name)
(OIGHACC	(Fillie of Type Name)
TITLE:	DATE:
NOTE: Evidence of authority to sub	it the bid shall be required in accordance with R.S.

NOTE: Evidence of authority to submit the bid shall be required in accordance with R.S 39:1594(C)(2)(d). The person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary or State; or (2) An individual authorized to bind the vendor as reflected by an accompanying resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

#### WAR MEMORIAL STUDENT UNION COMPLEX

ALL SUPERVISORY AND NON-SUPERVISORY LABOR, EQUIPMENT, SUPPLIES AND SUPERVISION FOR DAILY, WEEKLY, MONTHLY, SEMI-ANNUAL AND ANNUAL SERVICING FOR (12) MONTHS (January - December) (per month cost to include paper tissue & towels & antimicrobial hand soap supplies).

War Memorial Student Union Complex: Section I: Northwest Annex; First Floor-3,566 square feet Section II: Northwest Annex; Second Floor-4,103 square feet Section III: Westside Service Area; First Floor-8,240 square feet Section IV: Westside Offices Second Floor-6,610 square feet Section V: Southwest Annex; Second Floor-12,265 square feet Section VI: Ballroom & Conference Area-14,423 square feet Section VII: Exterior Areas-25,294 square feet \*\* ATTACHMENT A; Floor Plan of Areas Listed Above Northwest Annex; First Floor (3,566 square feet) I. Includes Office Complexes; 110A-113A, Conference room 114D, Computer Lab 114H, adjacent hallways, bathrooms, kitchenettes, storage areas, as defined in ATTACHMENT A. Price Per Square Foot:\_\_\_\_\_ x 3,566 = \_\_\_\_\_ Northwest Annex; Second Floor (4,103 square feet) Includes Office Complexes; 211A-211E, Office 213, Offices 214-214G, Conference Room 212, adjacent hallways, bathrooms, kitchenettes, storage areas, as defined in ATTACHMENT A. Price Per Square Foot:\_\_\_\_\_ x 4,103 = \_\_\_\_ III. Westside Service Area; First Floor (8,240 square feet) Includes the Post Office, Corner Pocket Gameroom, adjacent hallways, bathrooms, as defined in ATTACHMENT A. Price Per Square Foot:\_\_\_\_\_ x 8,240 = \_\_\_\_\_ IV. Westside Offices; Second floor (6,610 square feet) Includes Offices, 201-207; adjacent hallways, bathrooms, kitchenettes, as defined in ATTACHMENT A. Price Per Square Foot:\_\_\_\_\_ \_\_\_\_ x 6,610 = \_\_ Southwest Annex; Second Floor (12,265 square feet) Includes the Offices of Career Services, adjacent conference rooms, the Student Union Theater, Commons, adjacent hallways, bathrooms, kitchenettes, as defined in ATTACHMENT A. Price Per Square Foot:\_\_\_\_\_ x 12,265 = \_\_\_\_\_

### War Memorial Student Union Complex(Continued)

VI.	Ballroom and Conference Area; (14,423 square feet) Includes the Louisiana Purchase Ballroom, Offices 232-233, Conference Rooms 221-229, Kitchen Area 230B, adjacent hallways, bathrooms, as defined in ATTACHMENT A				
	Price Per Square Foot: x 14,423 =				
VII.	Exterior Area; (25,294 total square feet) Includes all exterior areas of Student Union, windows, crosswalks, covered walkway, flower beds, Theater landing, all stairways, adjacent walkways, as defined in ATTACHMENT A.				
	Price Per Square Foot: x 25,294 =				
	**** SUB-TOTAL BID PRICE I - VII:				
IMPORTANT:	BIDDERS SHALL UNDERSTAND AND AGREE TO CHANGES IN SERVICING REQUIRED THROUGHOUT THE TERM OF THE CONTRACT.				
COMPANY NA	ME:				

### OTHER BID PRICES REQUIRED

Bidders shall be required to quote on the following janitorial services costs should a need arise in the facility to perform work outside the scope of the contract work . Prices shall not be used in determination of the successful bidder, but should be reasonable charges in accordance with industry standards or pro-rated with prices quoted elsewhere in this bid.

1.	Charge to add or delete cleaning (including supplies) =per 1,000 square feet.  Cost per 1,000 square feet to add or delete custodial services to provide daily, weekly and monthly services for <a href="War Memorial Student Union Complex areas">War Memorial Student Union Complex areas</a> .				
2.	Additive to Pressure Wash Exterior of Building (Summer Month):				
	Northwest Annex; First Floor =				
3.	Additive Student Union Park (Daily Servicing) = per day Including, emptying trash receptacles, picking up debris throughout the park grounds, park benches and flower beds and blowing off the hard surface areas of the park.				
4.	Added Clean-Up Cost (including supplies) = per square foot The price shall indicate the applicable cost per square foot (including supplies) should additional cleaning services (excluded are floor stripping and waxing) be required in any facility, e.g. clean-up following special functions. Bid price to be cost per labor hour.				
	Special functions shall be considered those activities that are of a nonrecurring nature in the facility and shall require immediate clean-up after the scheduled service hours stated herein or the one-time need for cleaning services in other facilities at the University. The Contract Coordinator or Building Coordinator shall be responsible for requesting these additional services.				
5.	Additional Clean-Up Cost (including supplies) = per square ft Charge to provide additional daily custodial services above the contract requirements at a cost per square foot. Including but not limited to nights or weekends.				
6.	Additional cost for Floor Stripping and Waxing = per square ft Charge to provide additional service for stripping and waxing beyond the scope of the contract work in this contract or in any facility not covered by this contract at a per square foot cost.				

7.	Additional cost for Carpet Shampooing = per square foot Charge to provide additional service for carpet shampooing beyond the scope of the contract work in this contract or in any facility not covered by this contract at a per square foot cost.
8.	*Additional cost for Window Cleaning = per square foot Charge to provide additional service for window cleaning, beyond the scope of the contract work in this contract at a per square foot cost.  *Includes those windows only accessed by special equipment, extension ladders, lifts, etc.
COMPA	NV NAME.

The following information to be included with bid response:

I. EACH BIDDER SHALL LIST WITH THE BID RESPONSE at least three (3) client contracts of 70,000 total square feet or greater for which the Bidder is currently providing janitorial services in good standing. Of these three (3), at least one (1) of the accounts listed must be at a hospital, college or university in order to establish the vendor's experience in handling contracts similar to the one presented in this ITB.

This list should include the name of THE BUSINESS, THE ADDRESS, THE TELEPHONE NUMBER, A CONTACT PERSON and THE APPROXIMATE SQUARE FOOTAGE of the business. No prepared reference lists are to be used to meet this section.

BUSINESS	NAME/ADDRESS/CITY/STAT	E TELEPHO	NE CONTACT	SQ. FOOTAGE
		_		<del></del> -

1.

2.

3. College, University or Hospital Reference:

II. A complete list of cleaning chemicals to be used for daily, weekly, monthly, semi-annual and annual cleaning. The products must be listed by name brand and supplier. At a minimum, this list shall include all products required under Equipment and Supplies to be provided by contractor.

### CLEANING CHEMICALS TO BE USED

	CLEANER	BRAND TO BE USED / SUPPLIER
1.	Upholstery Shampoo	
2.	Carpet/Rug Shampoo	
3.	Floor Stripper	
4.	Floor Wax/Finish	
5.	Germicidal Cleaner	
6.	Spot Stain Remover	
7.	Gum/Graffiti Remover _	
8.	Toilet Bowl Cleaner	
9.	Porcelain Cleaner	
12.	Fiberglass Cleaner	
11.	Furniture Polish	
12.	Glass Cleaner	
13.	Stainless Steel Cleaner	
List	any additional cleaners to be used	below:
III.	#06104-GS, the bidder must provide	be using AmSan Renown Brand, 2-ply, a sample roll along with descriptive . The sample roll should be wrapped and dder when submitted.
	Please indicate brand of tissue to b	pe used:
	( ) AmSan Renown, 2-ply, 4.5" GS	x 3.75", 500 sheets/roll, white #06104-
	( ) Other:	

IV.	List at least two (2) cleaning supplier references to establish good standing and ability to secure cleaning supplies upon demand. (Please include name, address, phone number, and contact person.)						
	Please list Cleaning Supplier References below:						
	BUSINESS NAME BUSINESS ADDRESS TELEPHONE CONTACT						
1.							
2.							
V.	CRIMINAL BACKGROUND CHECK PERFORMED						
South crimi: in So	afety and security of our students, faculty and staff is very important. <u>eastern shall require the successful bidder to have diligently performed</u> <u>nal background checks of all employees that the vendor will assign to work</u> <u>utheastern facilities</u> . The following information shall be completed or shed for further consideration as a provider:						
	or will your business conduct Criminal Background Checks of employees prior ring when assigned to work in Southeastern facilities (check one):						
	No; Signature						
	If marked "No", your business shall be considered non-responsive to this requirement, and not eligible for further consideration.						
	Yes; Signature						
	If marked "Yes", detail on the following page or attach information behind this page by reference your business's procedure to conduct criminal background checks of employees that will work in Southeastern facilities:						

CRIMINAL BACKGROUND CHECK DETAIL INFORMATION: (See Number VI above)

#### VI. CERTIFICATE OF AUTHORITY

The successful bidder shall furnish a photocopy of the company's authority to do business in the State of Louisiana pursuant to Louisiana Revised Statute 12:301. If proposer does not presently possess such Certificate of Authority, then the proposer should with urgency contact the Louisiana Secretary of State Corporations Division (225-925-4704) regarding application. Application process may take several weeks to secure certificate and time is of the essence.

BID GUARANTY - Required of Bidder in the amount of five percent (5%) of the Total Bid Price:
Attached is a bid bond(*) or a certified check or a cashier's
check in the amount of ( $\$$ ).
(*) Bidder shall furnish a bid guaranty in the form of a bond from a surety or insurance company that is currently licensed to do business in the State of Louisiana. The bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 12 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. A bid deposit in the form of a certified check or cashier's check made payable to Southeastern Louisiana University may be submitted in lieu of a bond.
PERFORMANCE BOND - Required of successful Bidder in the amount of fifty percent (50%) of the Total Awarded Price:
Bidder is to list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety or insurance company that shall be used to furnish the required bonding if selected the successful Bidder. See below (*).  Name of Surety:
(Not the Agent Company)
Surety's Address:
Surety Telephone No.:
Agent Company: Telephone No:
(*) The successful Bidder shall furnish a performance guaranty in the form of a bond from a surety or insurance company that is currently licensed to do business in the State of Louisiana. The surety or insurance company furnishing the performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 12 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. If a performance bond has been required, the requirement cannot be waived, unless otherwise allowed by Louisiana statutes.

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

#### INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY .... STATUTORY MINIMUM COVERAGE Name of Insurer: \_\_\_\_\_ (Not the Agent Company) Insurer's Address: Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less If Not A.M. Best Rated - State Type of Insurer: \_\_\_\_\_\_ Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY ...... \$1,000,000 MINIMUM COVERAGE Name of Insurer: \_\_\_\_\_ (Not the Agent Company) Insurer's Address: Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less Agent Company: \_\_\_\_\_ Telephone No:\_\_\_\_\_ Name of Insurer: \_\_\_\_\_ (Not the Agent Company) Insurer's Address: Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less Agent Company: \_\_\_\_\_\_ Telephone No: \_\_\_\_\_

#### INSTRUCTIONS TO BIDDERS

#### **PURPOSE**

This Invitation to Bid (ITB) sets forth the requirements and specifications of Southeastern Louisiana University / SOUTHEASTERN / University. The contents of this ITB and the Bidder / Vendor / Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

#### GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana 'Purchasing Rules and Regulations', and Louisiana Revised Statutes 39:1551-1738. These documents may be reviewed in the SOUTHEASTERN Purchasing Department or in the Linus A. Sims Memorial Library on the SOUTHEASTERN campus during regular business hours.

#### BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices to be typewritten or in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation.

#### CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid are to be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

#### NUMBER OF COPIES

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE. The Bidder shall submit one (1) originally signed bid response form with any required information and the Bidder should submit one (1) photocopy of the original bid response. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

#### REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids may be rejected.

#### SEALED BID

The entire proposal response shall be sealed. The name and address of the bidder shall appear on the outside of the proposal response envelope or container. The proposal response envelope/s or container/s shall clearly identify the bid and scheduled return date and time.

For example: Invitation to Bid For Janitorial Services
Due: 2:00 p.m., Central Time, January xx, 2009

BIDS BINDING

All formal bids shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

#### BID CONFIDENTIALITY

All bid responses shall become a matter of public record at public opening. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid response whether labeled confidential or not.

#### BIDS DUE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request prior to the designated time for return of bids. Withdrawal notification must be by signature and received by the SOUTHEASTERN Purchasing Department prior to the designated deadline for return of bids.

#### DELIVERY OF BIDS

Each bid response shall be time recorded upon its delivery by Purchasing Department personnel. The Bidder or its agent may hand deliver the bid and the deliverer should request a written receipt of its delivery. Or the Bidder may deliver the bid by an express carrier securing the signature of the person accepting delivery. Or the Bidder may mail the bid by registered or certified mail return receipt requested.

The address for mailing bids: Southeastern Louisiana University

Purchasing Department

SLU 10800

Hammond, LA 70402

For hand delivered or express bids: Southeastern Louisiana University

Purchasing Department

Property Control & Supply Building

2400 North Oak Street Hammond, Louisiana 70402

#### BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Assistant Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged. Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and faxed to the Assistant Director of Purchasing.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and faxed to the Contract Coordinator with a copy faxed to the Assistant Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

#### BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

#### BID GUARANTY

When specified elsewhere in the solicitation (bid response form), a bid bond, cashier's check, or certified check, made payable to Southeastern Louisiana University, for the amount specified, must accompany the bid response.

The bid guaranty shall be subject to forfeiture for failure on the part of the successful Bidder (a) to satisfy any bid requirements, or (b) to furnish any required performance guaranty or insurance verifications, or (c) to execute the contract within the time stipulated after official notification is made by the University.

The University shall have the right to retain the bid guaranty of all Bidders until either (a) the successful Bidder has satisfied all ITB requirements and the contract has been executed, or (b) all bids have been rejected. Only bid guarantees in check form will be returned to Bidders.

#### PERFORMANCE BOND

When specified elsewhere in the solicitation (bid response form), the successful Bidder shall furnish a Performance Bond in accordance with requirements outlined within ten (10) calendar days of official written notice (Notification of Award). Performance bond shall be made payable to Southeastern Louisiana University in the amount specified. If the contract is extended, then the performance bond may be required to be renewed for each successive contract term in force.

The bonds shall secure for the University the prompt and faithful performance of the Contractor in strict accordance with the contract.

#### QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

#### SPECIFICATIONS

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and do not restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if requested by the Bidder no later than the bid inquiry deadline and written approval has been granted for the alternative(s) from the Contract Coordinator prior to bid opening.

#### TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from parish and city taxes.

#### BID AWARD

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

#### MANDATORY REQUIREMENTS

ALL REQUIREMENTS STATED HEREINAFTER IN THE INSTRUCTIONS TO BIDDERS ARE CONSIDERED MANDATORY. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RESULT IN REJECTION OF THE BID WITHOUT FURTHER CONSIDERATION.

#### PRE-BID CONFERENCE/ON-SITE MEETING

A \* MANDATORY \* pre-bid conference/on-site meeting shall be conducted for the benefit of all Bidders on the date and time specified on the cover of the ITB. Bidders shall assemble in the designated location on the SOUTHEASTERN campus on the date and time specified and the Bidder should allow sufficient time to participate in the entire conference/inspection tour. No other arrangements for an on-site inspection shall be made for any Bidder unable to attend on the date and time specified. Failure to be represented at the mandatory pre-bid conference/on-site inspection tour shall result in rejection of the bid without further consideration.

#### BID PRICES

The prices bid shall be firm to cover all labor, equipment, materials, cleaning supplies, services, supervision, bonds, insurance, transportation and any other costs necessary to execute the designated services in full conformity with the Invitation to Bid. Prices shall include any applicable taxes that the University has not indicated as exempt previously herein.

#### STANDARD TERMS & CONDITIONS

#### ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this solicitation and any resulting contract.

#### ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Campus Police Department (985-549-2222) and thereafter furnish a full written report of such accident.

#### ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the contract shall be void and of no effect.

#### CONTRACT AGREEMENT

The Southeastern Purchase Order, the Invitation to Bid, the Contractor's bid response and the Contractor's performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The Contract shall not be modified, altered, or changed except by mutual agreement through written change orders by the authorized representative of each party to the Contract.

#### CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, this contract may be extended for four (4) additional twelve (12) month periods at the same prices and terms.

"The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated."

Written requests for price changes after the initial or any subsequent renewal period must be in writing to the Purchasing Department. Any increase will be based on vendor's actual cost increase, as shown in written documentation. All requests for a price increase shall not constitute an increase in profit, and must contain data establishing or supporting an uncontrolled government or consumer price index increase as outlined hereafter.

Uncontrolled Tax Increase: In the event of a change in Social Security Administration taxes or federal or state unemployment taxes, or the imposition of additional federal, state or local payroll taxes applicable to Vendor in connection with those concerned employees under the contract, the labor cost portion of the monthly, annual or other applicable amount will be adjusted based on actual documented changes in costs for concerned employees under the contract. In the event of a change in the federal, state or local minimum wage

rates applicable to Vendor with concerned employees under the contract, the labor cost portion of the monthly, annual or other applicable amount will be adjusted based on actual documented changes in minimum wage rates for those concerned employees under the contract. Any such adjustment will be effective beginning on the later of (1) the date such cost changes went into effect, or (2) the date Vendor notified University of the change.

Consumer Price Index Increase: If University elects to renew the Agreement beyond the Initial Term or any subsequent Renewal Term, the contract renewal will allow for a monthly, annual or other applicable amount increase not to exceed the percentage by which the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI-U"), Not Seasonally Adjusted, listed for the preceding twelve (12) months. If the applicable CPI-U decreases, then the monthly, annual or other applicable amount for the additional Renewal Term will remain the same without increase or decrease in prices.

#### BUILDING CLOSURE

If an entire facility/building is closed during the contract term, the University will endeavor to provide the contractor with thirty (30) days written notice. The contract for the closed facility/building will not be performed nor invoiced by the contractor.

#### COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which Contractor is not the patentee, assignee, or licensee.

#### CRIMINAL BACKGROUND CHECK

The safety and security of our students, faculty and staff is very important. Southeastern shall require the successful bidder to have diligently performed criminal background checks of all employees that the vendor will assign to work in Southeastern facilities.

#### DISPOSAL OF NON-HAZARDOUS MATERIALS

The Contractor shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

#### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation or in any manner prohibited by law.

#### FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either

party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

#### GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

#### HAZARDOUS WASTE GENERATION

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the University.

#### INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

#### INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

#### INSPECTION OF FACILITIES

The Contractor should visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

#### INSURANCE

The Contractor shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the University.

#### KEYS

The Contractor shall be responsible for all keys issued to him. In the event of loss of any keys, the Contractor shall reimburse the University in whole or in part to correct any breach of security in the facility or facilities. The University reserves the right to hold or deduct any costs from payments due the Contractor to insure reimbursement for the security breach caused thereby.

#### LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

#### LIENS

The Contractor shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the Contractor pursuant to the terms of the contract. If any such lien shall at any time be filed against the University's premises in connection with the contract and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the University in resolving said lien.

#### NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the University to be within its best interests.

#### NOTICES

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on

file with the University, unless otherwise amended in the contract. Notification to the University shall be to Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402.

#### PAYMENT

As work progresses, the Contractor shall render monthly invoices based upon the amount of service completed at the end of each month. An original invoice and one duplicate should be forwarded to the Payables Department / SLU 10720 / Hammond, LA 70402, by the  $30/31^{\rm st}$  of each month. Stated contract work completed shall be subject to the mutual agreement of the Contract Coordinator. Payment shall be by check and payment will be mailed by the University Controller's Office during the following month.

#### PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

#### PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner.

The University reserves the right to require the Contractor to remove any employee employed under the contract when the University deems it to be in the University's best interest.

THE CONTRACTOR SHALL DISTINGUISH CONTRACTOR PERSONNEL BY THE USE OF COMPANY IDENTIFIED UNIFORM SHIRTS OR VESTS.

Identification clothing shall be consistent in color and worn at all times while on campus. These uniforms must be approved by the Contract Coordinator.

Custodial employees shall be required to sign in to confirm minimum manpower requirements are being fulfilled each day.

#### PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Security Officers.

The Contractor agrees that all employees of the Contractor shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee of forty-five (\$45) dollars per vehicle. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the Contractor will then become responsible for payment of all fines assessed against the employee.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take

all necessary measures to prevent injury and loss to persons or property located on the University's premises.

The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

The Contractor shall not allow any party under 18 years of age or any party that is not on the Contractor's payroll in any facility at anytime.

#### PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

#### SAFETY

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the contract.

#### SUBCONTRACTORS

The Contractor shall perform all major portions of the specified Work without the use of subcontractors.

The Contract coordinator reserves the right to refuse any minor subcontracted work and may require that references be provided for any subcontracted work.

#### SCHEDULING OF SERVICES

The Contractor shall perform the services contemplated in this ITB without interfering in any way with the activities of the University's students, faculty, staff, or visitors. The Contractor shall schedule vacuuming and other cleaning tasks as not to disturb or disrupt other activities in progress.

The Contractor shall meet with the Contract Coordinator to determine the schedule of cleaning activities to be performed by the contractor. This cleaning schedule is to be coordinated with other facility activities as to not incur conflict. The Contractor shall contact the Contract Coordinator to schedule a meeting within fourteen (14) calendar days after commencement of the contract to establish this cleaning schedule.

The Contractor shall furnish, in writing, a final schedule of cleaning activities as discussed in the preceding paragraph. This information shall be submitted to the Contract Coordinator within fourteen (14) calendar days after the above scheduled meeting.

### SECURITY

The Contractor shall not disturb papers on desks, open drawers, cabinets or lockers, use telephones, radios or office equipment, or tamper with personal property.

The exterior entrance doors shall be unlocked each morning by 7:00 a.m. However, all interior office doors must be locked upon completion of custodial services.

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

The Contractor shall immediately report anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc, to the Contract Coordinator.

#### STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

#### SUPERVISION

The Contract Coordinator shall act as the Supervisor for subcontracted labor.

The contractor will provide one day custodian as a lead custodian, not a supervisor.

#### SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the Contractor shall vacate all parts of the University's premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

#### SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

#### TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

#### TERMINATION

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract at its convenience upon one hundred twenty (120) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

#### UNIVERSITY PERSONNEL

The Contract Coordinator shall at all times have access to the contract work when it is in progress.

The University reserves the right at any time to utilize its own personnel or other contract personnel in the facility under contract.

#### USE OF UNIVERSITY'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.

#### UTILITY SERVICES

The University shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The University shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

The Contractor shall use lighting as deemed necessary to perform services in the immediate work area only. All lighting shall be turned off before leaving the area unless otherwise directed by building management personnel.

# SOUTHEASTERN LOUISIANA UNIVERSITY INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR SUCCESSFUL BIDDER

Before commencing work, the other party (vendor/contractor or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the University, as may be required by the University. The policies or certificates thereof, shall provide that thirty (30) days prior to cancellation notices of same shall be given to the University by registered mail, return receipt requested, for all of the following stated policies. All notices shall name the other party and identify the agreement or contract number.

- A. Workers' Compensation Statutory in compliance with the Compensation law of the State. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)
- B. Comprehensive General Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include the following coverage:
  - 1. Premises Operations
  - 2. Broad Form Contractual Liability
  - 3. Products and Completed Operations
  - 4. Use of Contractors and Subcontractors
  - 5. Personal Injury
  - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. The insurance shall include for bodily injury and property damage the following coverage:
  - 1. Owned automobiles
  - 2. Hired automobiles
  - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.
  - E. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not

relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

- F. All policies and certificates of insurance of the other party shall reflect the following:
  - The other party's insurer will have no right of recovery or subrogation against the University, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
  - 2) The University shall be named as an "additional insured" as regards to negligence by the contractor. (ISO Form CG 20 10 03 97).
  - 3) The insurance companies issuing the policy or policies shall have no recourse against the University for payment of any premiums or for assessments under any form of policy.
- G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

- H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- I. The insurance companies issuing the policy or policies shall have no recourse against the University for payment of any premiums or for assessments under any form of policy.
- J. All property losses shall be made payable to and adjusted with the University.
- K. Neither the acceptance of the completed work nor payment thereof shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.
- If any of the Property and Casualty insurance requirements with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the University, the University may pay the Renewal Premium and withhold such payments from any monies due Contractor/Subcontractor.

#### (To Be Completed By Successful Contractor)

#### INDEMNIFICATION AGREEMENT

The <u>Contractor</u> agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of <u>Contractor</u>, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by <u>Contractor</u> as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. <u>Contractor</u> agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Accepted by						
<u>-</u>	Contractor Name					
_	Signature					
_	Title					
_	Date Accepted		<del></del>			
Is Certificate of	Insurance Attached?	<b>.</b> .	] Yes	[	] No	
Contract No.	for	Southeas		<u>Louisi</u> ate Aç		versity
PURPOSE OF CONTRA	CT:			_	_	

#### ADDITIONAL REQUIREMENTS

#### EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide the necessary commercial equipment in operating condition and supplies to do the job for its personnel. The Contractor shall provide at a minimum the following commercial equipment in operating condition for its custodial personnel: vacuum cleaners, wet/dry vacuum, buffers, scrubbers for stripping and waxing, scrubbers for concrete walkway (must have cylindrical brushes and automatically put down and pick up water), bathroom floor tile scrubbers, carpet shampooer, furniture shampooer, steam cleaner (used to clean thresholds, water fountains, spots on concrete, etc.), power washer/sprayer and hoses (water source will be provided) and an electric blower with two hundred feet of extension cords.

The Contractor shall provide at a minimum the following commercial supplies for its custodial personnel: whisk brooms, house brooms, push brooms, dust pans, bowl brushes, scrub brushes, time mist dispensers, dust mops, gum scrapers, wet mops, mop buckets, mop wringers, extension cords, fuel/oil for engine driven equipment, (blowers, etc.), stainless steel cleaner, squeegees, hoses, nozzles, plastic buckets, plastic pump sprayers, housekeeping carts, wet floor signs, cleaning rags, dusting cloths, scrubbing pads, green pads, sponges, plastic can liners and bags (to be brown or black with a minimum thickness of 2 mils), rubber gloves, work gloves, safety goggles, masks, urn sand, phemic stick, screens, floor pads conducive for both vinyl and terrazzo surfaces, vacuum cleaner bags, and various cleaners as approved by the Contract Coordinator (vendor to complete and return the Cleaning Chemicals Form with the Bid Response Form). The Contractor shall provide antimicrobial hand soap, toilet tissue, paper towels and trash bags as indicated.

THE CONTRACTOR SHALL FURNISH TOILET TISSUE IN THE WAR MEMORIAL STUDENT UNION COMPLEX BATHROOM FACILITIES. THE APPROXIMATE ANNUAL USAGE OF TOILET TISSUE FOR THE WAR MEMORIAL STUDENT UNION COMPLEX IS 120 CASES. TOILET TISSUE TO BE FURNISHED SHALL BE AMSAN RENOWN BRAND, 2-PLY, #06104-GS or a comparable brand. IF BIDDING COMPARABLE BRAND, THEN THE BIDDER SHOULD SUBMIT A SAMPLE TISSUE ROLL ALONG WITH DESCRIPTIVE LITERATURE WITH THE BID RESPONSE FORMS. SAMPLE TISSUE ROLL SHOULD BE WRAPPED AND IDENTIFIED WITH THE NAME OF THE BIDDER.

THE CONTRACTOR SHALL FURNISH PAPER ROLL TOWELS AND FOAM ANTIMICROBIAL HAND SOAP FOR APPROXIMATELY (12) PAPER ROLL DISPENSERS and (4) MULTIFOLD DISPENSERS AND APPROXIMATELY (30) FOAM HAND SOAP DISPENSERS IN THE WAR MEMORIAL STUDENT UNION COMPLEX. PAPER ROLL TOWEL AND FOAM HAND SOAP DISPENSERS ARE PRIMARILY LOCATED IN RESTROOMS. THE APPROXIMATE ANNUAL USAGE OF PAPER ROLL TOWELS IS 50 CASES (6 ROLLS - 8" WIDTH/800 LIN. FT.). THE APPROXIMATE ANNUAL USAGE OF MULTIFOLD TOWELS IS 35 CASES (16 ROLLS - 9.5" x 10.62"/2,802 LIN FT.) THE APPROXIMATE ANNUAL USAGE OF FOAM ANTIMICROBIAL HAND SOAP IS 15 CASES.

Several areas shall be designated for storage of the Contractor's equipment and supplies, but Southeastern Louisiana University shall not be responsible or liable for such equipment or supplies and the security thereof. These areas should be kept clean and orderly at all times.

Any vehicle utilized by the contractor in the performance of the contract is to be reflective of a professional cleaning operation. The contractor may be requested to furnish a photograph of the vehicle to be utilized in the performance of the contract.

The Contract Coordinator or his designated appointee reserves the right at any time to request the equipment, supplies and chemicals be presented to show contract compliance.

The Contractor shall be responsible for furnishing a replacement custodian in the event of sickness or absence of the supervisor or regular worker. In the event a replacement custodian is not provided, the University may deduct \$100 per day per absent custodian from the Daily/Weekly/Monthly contract service fee for services not provided.

#### EQUIPMENT AND SUPPLIES TO BE PROVIDED BY THE UNIVERSITY

The University shall furnish the following equipment, when necessary, to the Contractor: liquid soap dispensers, towel dispensers, toilet tissue dispensers, waste baskets, trash receptacles and indoor and outdoor floor mats. The University will also provide a riding scrubber, high speed buffer, and carpet extractor for the usage only in the War Memorial Student Union. The University reserves the right to deny any request for these materials if it is determined by the University as unnecessary for the facility desired.

#### MANAGEMENT

The Contractor shall submit, in writing, the name(s) and phone number(s) of supervisory personnel that may be contacted at any time of day or night, Sunday through Saturday in the event of an emergency or problem. This information shall be submitted to the Contract Coordinator within thirty (30) calendar days of commencement of the contract work.

The Contractor shall meet three times annually (quarterly) with the Contract Coordinator to conduct quarterly custodial evaluations.

The lead custodian shall meet each week with the Contract Coordinator to conduct site evaluations. Written evaluation reports shall be prepared and submitted by the Contract Coordinator to the superior's of both parties as a result of the weekly evaluations.

The lead custodian shall meet each Monday with the Contract Coordinator to discuss the weekly schedule of events at the facilities and to receive any pertinent instructions.

Prior to the implementation of the contract, the Contractor shall provide the Contract Coordinator with written instructions describing the Contractor's Emergency Plan in the event of accident of injury.

### SOUTHEASTERN LOUISIANA UNIVERSITY SPECIFICATIONS

#### WAR MEMORIAL STUDENT UNION COMPLEX

#### SCOPE

This portion of the contract shall include all labor, equipment, materials, service, supervision, cleaning supplies, toilet tissue, paper roll towels, antimicrobial foam hand soap, and any other means necessary to perform janitorial housekeeping service, hereafter referred to as custodial service, for all areas of the Student Union Complex as specified in the contract.

#### **GENERAL**

Custodial service to be inclusive of the following:

- Custodial service shall be performed in the building five (5) days per week, Monday through Friday, the entire contract term.
- 2) Custodial service shall be performed in the Student Union each day between the hours of 5:30am to 9:00 pm. Allowance is made for a lunch period and any required break period between the specified service hours, as defined by vendor.
- 3) The Contractor shall provide at least two (2) support personnel between the hours of 5:30 a.m. and 2:30 p.m. At least one (1) day porter between the hours of 12:00 and 9:00 p.m.
- 4) The Contractor shall be responsible for furnishing a replacement custodian in the event of sickness or absence of the regular worker and notify the contract coordinator of that replacement. If the Contractor fails to do so the University reserves the right to charge the contractor a cost of \$100.00 per day per absent custodian.
- 5) The Contractor may use weekends and holidays to accomplish weekly, monthly, semi-annual and annual services upon notification and in coordination with the Contract Coordinator.
- 6) During extended holiday periods or during the summer season, schedules may be changed as determined by the Contractor and Contract Coordinator.
- 7) The Contract Coordinator must have means to contact the Day Porter at any given time via radio, cell phone, or pager.
- 8) Custodial employees shall be required to sign in to confirm minimum manpower requirements are being fulfilled each day.

## SOUTHEASTERN LOUISIANA UNIVERSITY SPECIFICATIONS

#### FACILITIES TO BE SERVICED at War Memorial Student Union Complex

Section I: Northwest Annex; First Floor-3,566 square feet
Section II: Northwest Annex; Second Floor-4,103 square feet
Section III: Westside Service Area; First Floor-8,240 square feet
Section IV: Westside Offices Second Floor-6,610 square feet
Section V: Southwest Annex; Second Floor-12,265 square feet
Section VI: Ballroom & Conference Area-14,423 square feet
Section VII: Exterior Areas-25,294 square feet

\*THE CONTRACT COORDINATOR RESERVES THE RIGHT TO AMEND THE EXISTING CONTRACT TO PROVIDE FOR NON-USEAGE OR EXPANSION OF SERVICE AREAS AS DEFINED HEREIN.

#### CUSTODIAL SERVICING REQUIREMENTS

The University shall require a minimum number of service hours to be fulfilled for the Student Union Complex as specified herein. These specified minimum number of service hours shall in no way be interpreted to limit the need for additional service time to thoroughly clean and maintain each facility.

#### Minimum Service Hour Requirements:

Daily contract work shall be performed continuously in the building by two (2) support personnel between 5:30 a.m. and 2:30 p.m. A schedule detailing appropriate break and lunch periods, and approved break and lunch period locations, shall be established between the Contractor and Contract Coordinator.

Daily contract work shall be performed continuously in the building by at least one (1) Day Porter from 12:00 p.m. to 9:00 p.m., Monday through Thursday and 7:30 a.m. to 4:30 p.m. Friday, unless otherwise specified by the Contract Coordinator. A schedule detailing appropriate break and lunch periods, and approved break and lunch period locations, shall be established between the Contractor and Contract Coordinator.

War Memorial Student Union (\* Approximately 74,501 sq. ft.)

#### \*SERVICE PERIODS

- 1) Daily
- 2) Every other day
- 3) Weekly
- 4) Monthly
- 5) Semesterly
- 6) Day Porter Checklist

# SOUTHEASTERN LOUISIANA UNIVERSITY SPECIFICATIONS

\* The Contract Coordinator reserves the right to amend task list as defined below at anytime during the contract period with the approval of the Contractor.

#### DAILY SERVICES

#### A. Floors

- 1) All hard surface floors shall be swept or dust.
- 2) All hard surface floors shall be wet mopped every other day.
- 3) Once a week all hard surface floors shall be high speed burnished. Contractor will follow floor manufacturer specifications for floor care.
- 4) All carpet shall be vacuumed with commercial vacuuming equipment.
- 5) All stairs and stairwells shall be swept and/or vacuumed.
- 6) All spillage shall be removed from hard surface areas and wet mopped, or from carpet and vacuumed as required.
- 7) All exterior entrance concrete shall be swept.
- 8) All entrance door mats shall be swept and/or vacuumed.
- 9) All areas swept, dust mopped, wet mopped or vacuumed shall be left clean and free of noticeable dust and debris.
- 10) All floor molding / wall / kickboards shall be wiped down when dusty and especially after waxing

#### B. Restrooms (May require multiple cleaning each day)

- 1) Floors shall be wet mopped with a disinfectant.
- 2) Toilets shall be cleaned and disinfected with an approved bowl cleaner.
- 3) Lavatories shall be cleaned, sanitized and rinsed thoroughly.
- 4) Shelves and lavatory counters shall be cleaned and sanitized.
- 5) Mirrors shall be cleaned.
- 6) Fittings and supply pipes shall be cleaned.
- Stall partitions, doors and tile walls shall be cleaned and sanitized.
   Any graffiti shall be removed immediately.
- 8) Waste receptacles shall be emptied and all debris deposited in designated areas. Waste receptacles shall be sanitized and deodorized as necessary.
- 9) Hourly checks of all restrooms for toilet tissue and brown paper towels making sure all restrooms stay stocked.

#### C. Receptacles

- 1) Waste receptacles shall be emptied and resulting debris placed in designated areas. The custodian shall exercise extreme care in placing trash in bins in order not to have trash spill from the bins. The custodian shall not place trash in bins that are full.
- 2) Waste receptacles shall be sanitized and deodorized as necessary.
- 3) Recycling receptacles shall be emptied and resulting debris placed in designated areas. The custodian shall exercise extreme care in placing recycling materials in bins in order not to have spillage nor overflow from the bins. The custodian shall not place recyclables in bins that are full.
- 4) Recycling bins shall be sanitized and deodorized as necessary.

#### D. Glass

- Entrance and office door glass shall be cleaned and all postings shall be removed from designated non-posting areas. Commercial glass cleaner shall be used.
- 2) Partition glass shall be cleaned with a commercial glass cleaner.
- 3) Windows shall be cleaned with a commercial glass cleaner.

#### E. Dust

 All dusting of offices shall be coordinated between the supervisor and the contract coordinator.

#### F. Miscellaneous

- Drinking fountains shall be cleaned and sanitized.
- 2) Hallway, lobby and office walls shall be cleaned as required.
- 3) Hand marks shall be removed from painted surfaces as required.
- 4) Straighten all chairs, sofas, tables and other furniture in an orderly fashion.
- 5) Unlock exterior entrance doors and interior public areas each morning by 7:15 am as designated.
- 6) Blow the surrounding building sidewalks, stairs, balconies, and covered walkways of all debris and dispose of in appropriate receptacles accordingly; this includes sidewalks adjacent to buildings. All trash and debris between the building and sidewalk and around the perimeter of the building shall be picked up.
- 7) Immediately remove graffiti from interior and/or exterior of building
- 8) Do not re-use dirty water for any function.
- 9) Immediately squeegee/sweep/mop excess water on outside stairways after a rain.
- 10) Waste receptacles shall be cleaned, sanitized, and rinsed thoroughly.
- 11) Cobwebs when are visually seen shall be knocked with a brown.
- 12) Custodians shall use a push cart when emptying trash receptacles. Trash is not to be drug or to be carried over long distances due to the liquid marks that are left.

#### WEEKLY SERVICES

- All hard surfaced areas shall be high speed burnished. Additional floor finish shall applied as needed to maintain finish depth.
- 2) Stairs and stairwells shall be wet mopped with a neutral cleaner.
- All carpet shall have an approved granular or powder carpet fresh applied and vacuumed.
- 4) Wipe-down exterior furnishings.

#### MONTHLY SERVICES

- 1) Wash all interior plate glass windows.
- 2) Dust and damp clean all interior wall surfaces.
- 3) Dust all window sills, ledges, moldings, picture frames, etc. above and beyond eyesight, eye level or arm's reach.
- Areas requiring additional coats of wax shall be applied.

## SOUTHEASTERN LOUISIANA UNIVERSITY SPECIFICATIONS

FALL/SPRING - SPRING/SUMMER & SUMMER/FALL SEMESTER BREAK SERVICING

Services shall be performed during the Fall/Spring (last two weeks in December/1st week of January; Spring/Summer (last two weeks of May); and Summer/Fall (first two weeks in August) semester break. CONTRACT COORDINATOR will provide a priority list of rooms and areas needing preparation for the Summer schedule.

Contractor will coordinate with their facility personnel and the Contract Coordinator when preparing semester break scheduling.

- Wash all exterior window glass accessible at ground level.
- 2) Upper level exterior windows shall be cleaned with the proper extension washer equipment or by other approved safe method acceptable and approved in writing by the CONTRACT COORDINATOR. This contract work shall be done in August prior to the beginning of Fall Semester.
- 3) Remove tape, hand prints, markings, etc. from walls and doors throughout the building.
- 4) Wash and scrub all exterior stairwells.
- 5) Shampoo all carpeted areas with an approved system acceptable to the CONTRACT COORDINATOR.
- 6) <u>Strip and Wax all hard floor surfaces</u> with an approved system acceptable to the CONTRACT COORDINATOR.

#### SERVICES NOT REQUIRED

- 1) The watering and upkeep of plants throughout the facility.
- 2) The cleaning of coffee urns and the making of coffee for University personnel.
- 3) The running of errands for University personnel that are not related to custodial cleaning

## SOUTHEASTERN LOUISIANA UNIVERSITY SPECIFICATIONS

#### \*Day Porters (Above listed checklist apply)

- Continually monitor the building's interior, its entrances and the exterior perimeter for paper, trash, dirt, and debris, as well as, monitor all bathrooms to ensure all dispensers are stocked and that there are no spills or trash, etc on the floors.
- 2) Spot clean inside glass
- 3) Clean glass doors.
- 4) Sweep or vacuum doormats.
- 5) Damp mop floors (weekly).
- 6) Wash doormats (weekly)
- 7) Respond to any unforeseen contingency, e.g. liquid spills on carpet and floors, standing water that could lead to slipping, etc. Respond to any other janitorial housekeeping requests during the day deemed necessary by facility manager or his designee.
- 8) Remove trash, leaves, debris, in outside designated area. Exterior debris should be swept or blown into piles and then picked up. This debris should not merely be swept or blown into flower beds or adjacent grounds.
- 9) Clean window ledges
- 10) Spot clean crosswalks and walkways
- 11) Sweep all steps

\*Upon arriving each day the Day Porter should visually inspect the entire exterior of the facility from north to south and address the most critical needs on a priority basis.

#### SPECIAL BUILDING REQUIREMENTS

- 1) Each morning a set of keys shall be administered to the morning custodian via a lock box system. These keys shall be given to the Day Porter, who in turn will return them at days end to the lock box.
- 2) Keys should not leave the premises, other than that which opens the lock box.
- 3) Certain special offices may require special consideration related to scheduling cleaning. This to be determined by Contractor and Contract Coordinator.
- 4) The Day Porter should not enter office areas until after 4:30 p.m., unless otherwise requested.
- 5) Contracted personnel should be courteous to faculty, staff, and students of Southeastern Louisiana University. Socialization should be kept to a minimum.

# Attachment A \* (FLOOR PLANS)

#### WAR MEMORIAL STUDENT UNION COMPLEX

Section I: Northwest Annex; First Floor-3,566 square feet
Section II: Northwest Annex; Second Floor-4,103 square feet
Section III: Westside Service Area; First Floor-8,240 square feet
Section IV: Westside Offices Second Floor-6,610 square feet
Section V: Southwest Annex; Second Floor-12,265 square feet
Section VI: Ballroom & Conference Area-14,423 square feet
Section VII: Exterior Areas - 25,294 square feet \*\*

Sections I - VI: Floor Plans will be distributed to bidders at the Mandatory  $\operatorname{Pre-Bid}$  Conference.

\*\* Section VII: Exterior Areas: The exterior is composed of approximately, 25,294 square feet of mostly hard surface concrete, pavers, etc. However, the exterior area contains flower beds and a number of stairways, crosswalks and windows.